

EXHIBIT “1”

LISTING AGREEMENT
FOR SALE

Pursuant to this Listing Agreement for Sale dated December 6, 2021, Shelley D. Krohn, Chapter 7 Trustee in Bankruptcy of Las Vegas Land Partners, LLC (the "Trustee"), and Forest City Realty Trust, LLC ("Forest City") (Trustee and Forest City shall collectively be referred to herein as the "Owner") appoints Cushman & Wakefield U.S., Inc. dba Cushman & Wakefield ("C&W") as its sole agent and grants to C&W the exclusive right to sell the real property located at 101 East Bonneville Avenue, Las Vegas, Nevada 89101 (the "Property") as provided below.

1. Term. The term of this Agreement will commence on December 6, 2021, or upon Bankruptcy Court approval, and will expire on March 6, 2023.
2. Services. C&W will use its efforts to obtain a satisfactory purchaser for the Property at a sale price to be determined by Owner and on such other terms as are acceptable to Owner. C&W will cooperate with other licensed real estate brokers. Under this Agreement, C&W will (i) assist Owner in analyzing and structuring the Transaction to achieve the best economic, tax, and accounting results for the Owner, (ii) prepare and present offering materials highlighting the opportunity to Property's existing tenant, as well as third party investors, (iii) identify potential debt and equity (or mezzanine if applicable) investor(s) to finance and/or purchase the Property to effect the Transaction, (iv) assist the Owner in negotiating documentation relating to the Transaction, (v) coordinate the investor due diligence process, and (vi) assist the Owner in closing the Transaction.
3. Referrals. During the term of this Agreement, Owner will refer to C&W all inquiries and offers received by Owner with respect to the Property, regardless of the source of such inquiries or offers.
4. Commission. If, during the term hereof, Owner sells any interest in the Property, Owner will pay to C&W a commission in accordance with the attached Schedule of Commissions. Within 10 days after the end of the term, C&W will provide to Owner a list of prospective purchasers to whom the Property was submitted by any party during the term. If a prospective purchaser, appearing on the list, enters into a purchase and sale agreement during the term or within 180 days after the end of the term, and thereafter the sale is closed, Owner will pay a commission to C&W as provided above. Owner agrees that such 180-day period will be extended for so long as negotiations with a prospective purchaser are continuing.
6. Outside brokers. If C&W recognizes an outside broker representing the purchaser in a transaction for which a commission is payable hereunder, C&W will advise such outside broker that it must look to its own client for payment of any and all compensation which may become due it for the proposed transaction. It is acknowledged and agreed that C&W shall not be required to share the commission payable hereunder with any outside broker, and in no event whatsoever shall Owner be required to pay any commission to any outside broker.
7. Representation of Purchasers. Owner acknowledges and agrees that C&W may represent potential purchasers and consents to such dual representation, provided C&W timely discloses any such dual representation to Owner. "Notwithstanding the foregoing, Larry Wilks, Tara Stacom and Marlene Fujita (the "Listing Team") shall be precluded from representing any potential purchasers without the written approval of Owner, which approval Owner may grant or withhold in its sole discretion."
8. Fees and Expenses. If either party commences litigation against the other party to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) incurred.
9. Authority. The Trustee and Forest City represent that they are collectively the Owner and Owner represents that it is in fact the owner of the Property and has the right to sell the Property.

The individuals signing below represent that they are authorized to sign this Agreement on behalf of the entity indicated.

10. Professional Advice. C&W recommends that Owner obtain legal, tax or other professional advice relating to this Agreement and the proposed sale of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. C&W will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and C&W. Owner further agrees that in determining the financial soundness of any prospective purchaser, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding C&W's assistance in gathering any financial information.

11. OFAC. Each party represents and warrants to the other party that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

12. Anti-Bribery & Corruption. Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement.

In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

13. Miscellaneous. This Agreement shall be governed by the laws of the State of Nevada, without giving effect to principles of conflicts of law. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this Agreement without the express written consent of each of the parties. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right hereunder. This Agreement shall benefit and be binding upon the parties and their respective successors and assigns. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

14. Liability. The representations, covenants, warranties and obligations of Trustee and Forest City shall be several.

[Remainder of Page Intentionally Left Blank]

**SHELLY D. KROHN, CHAPTER 7 TRUSTEE IN
BAKRUPTCY OF LAS VEGAS LAND
PARTNERS, LLC**

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____

FOREST CITY REALTY TRUST, LLC

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____

**CUSHMAN & WAKEFIELD U.S., INC.
dba CUSHMAN & WAKEFIELD**

By: _____
Name: Christina Roush
Title: Broker/Managing Principal
Address: 6725 Via Austi Pkwy, Ste 275
Las Vegas, NV 89119
Phone: 702-605-1380
Email: christina.roush@cushwake.com
Date: _____

[Schedule of Commissions Follows]

SCHEDULE OF COMMISSIONS FOR SALE

1% of the total sales price (the "Commission"). Trustee shall be responsible for payment of forty percent (40%) of the Commission, and Forest City shall be responsible for payment of sixty percent (60%) of the Commission.

Time of Payment: The commission shall be paid in full at the time of the closing or transfer of title to the Property, except in the case of an installment purchase contract, in which case the commission shall be paid in full at the time of the execution and delivery of the installment purchase contract between Owner and purchaser. It is understood that fees and costs, including the commission, are subject to Bankruptcy Court approval, requiring a fee application which is agreed to be included with the Owner's submission of the motion to the Bankruptcy Court to approve the sale of the Property.

Additionally, Owner agrees at its sole cost and expense, to promptly submit an application seeking Bankruptcy Court approval of this Agreement (including all addenda and exhibits), employment of Agent hereunder as an administrative expense, to keep Agent advised of the status of its employment application, and to promptly advise Agent of the Bankruptcy Court's disposition of the employment application. Owner further agrees, at its sole cost and expense to provide Agent with a copy of the Bankruptcy Court's order with respect to this Agreement, to assist Agent in the preparation of any fee application which may be required, and otherwise to assist Agent in connection with Bankruptcy Court proceedings involving its employment application and fee application. Agent agrees to provide Owner and its counsel with the information reasonably necessary to complete any employment application or fee application and declarations filed therewith.

Computation of Sales Price: The commission shall be computed in accordance with the above rate(s) based upon the total sales price, which shall include any mortgages, loans or other obligations of Owner which may be assumed by the purchaser or which the purchaser takes title "subject to," any purchase money loans or mortgages taken back by Owner, the sales price of any fixtures or other personal property sold by separate agreement between Owner and purchaser as part of the overall sales of the real property, and the current market value of any other real or personal property transferred from the purchaser to Owner.

Purchase Option: If Owner grants a purchase option, C&W will be paid a commission at the above rate(s) as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, C&W will be paid a commission at the above rate on the total sales price (excluding any amount paid for the option and applied to the sales price).

Deposit: In the event title does not close and the deposit is retained by Owner, the commission to be paid C&W shall be either 1/2 of the amount of the deposit, or the regular commission computed as set forth above, whichever is less.

Broker Regulatory or Statutory Provisions: The following provisions must be included in brokerage agreements in the State of Nevada:

- It is illegal for either party to discriminate against any person because of one's membership in a protected class (e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by law).
- Owner acknowledges receipt of a copy of the Agreement and this Schedule of Commissions.

- OWNER HEREBY ACKNOWLEDGES THAT FAILURE TO PAY THE COMMISSION PROVIDED FOR IN THIS AGREEMENT MAY GIVE RISE TO LIEN RIGHTS AS PROVIDED BY N.R.S. 645.8701, ET SEQ.

**SHELLY D. KROHN, CHAPTER 7 TRUSTEE IN
BAKRUPTCY OF LAS VEGAS LAND
PARTNERS, LLC**

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____

**CUSHMAN & WAKEFIELD U.S., INC.
dba CUSHMAN & WAKEFIELD**

By: _____
Name: Christina Roush
Title: Broker/Managing Principal
Address: 6725 Via Austi Pkwy, Ste 275
Las Vegas, NV 89119
Phone: 702-605-1380
Email: christina.roush@cushwake.com
Date: _____

FOREST CITY REALTY TRUST, LLC

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____